

Prepared by: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020 Michael Jedynak Bar# 103014 Return To: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020

## SUBSTITUTION OF TRUSTEE

Lot 2071, Section K, 1st Revision, Greenbrook S/D, Sec. 19, T1S, R7W, Plat Book 25, Page 36, Desoto Co., MS

STATE OF MISSISSIPPI COUNTY OF DeSoto

Grantor:
PNC Bank, National Association, successor to National City Bank
3815 South West Temple
Salt Lake City, UT 84115
1-888-818-6032
Grantee:
Michael Jedynak
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 8th day of July, 2005 and acknowledged on the 8th day of July, 2005, Mack Momon, married, joined herein by Shirley Momon executed a Deed of Trust to Nations Title, Trustee for the use and benefit of First Franklin, a division of Nat. City Bank of IN beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2259 at Page 459; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Michael Jedynak, as Trustee, the said Michael Jedynak, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this \( \frac{1}{2} \) day of \( \frac{1}{2} \) \( \frac{1}{2

authorized officers on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ Select Portfolio Servicing, Inc., as Attorney in Fact for

PNC Bank, National Association, successor to National City Bank

BY: BRIAN LANSTRA, DOC. CONTROL OFFICER

F11-0272

STATE OF COUNTY OF SALE WILL Select Portfolio Servicing, Inc., as Attorney in Fact for
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Brian Lanstea known personally to me to be the Occiontol the within named PNC Bank, National Association, successor to National City Bank and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.
WITNESS my signature and official seal on this, the
NOTARY RUBLIC
MY COMMISSION EXPIRES:  NOTARY PUBLIC CHERYL E. KRUEGER
3815 S. West Temple Salt Lake City, Utah 84115 My Commission Expires September 25, 2011 STATE OF UTAH

## DK T BK 3,283 PG 493



GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
830 SELECT PORTFOLIO SERVICING
PO BOX 65250
SLC UT 84165
11070529
Book 9877 Pages 1144-1147

## LIMITED POWER OF ATTORNEY

Pursuant to the Servicing Agreement (as amended, restated, supplemented or otherwise mounted from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of October 1, 2010, between PNC Bank, National Association, as Owner ("Owner"), and Select Portfolio Servicing, Inc. ("SPS"), as Servicer, Owner hereby appoints SPS as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, the "Mortgage Loans") which is subject to the Agreement:

- 1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner; to settle and compromise any of such debts or obligations that may be or become due to the Owner; to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner; in each case with respect to a Mortgage Loan.
- To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate; to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of Mortgaged Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance; to execute any documents or instruments in connection with any bankruptcy or receivership of a Mortgagor; to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure; to take such other actions and exercise such rights which may be taken by Owner under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof; and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan.
- 3. To perform all other acts and do all other things as may be necessary or convenient to manage and service the Mortgage Loans under the terms of the Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of the Servicer as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Owner

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the Owner Attorney to be executed by its duly authorized represe 2010.	er has hereunto caused this Limited Power of ntatives on this 7th day of October,
PNC BANK, NATIONAL ASSOCIATION	
By: Fredrick Scapling  Name: Fredrick Scapling  Title: VP. asset mgs	
WITNESS:	WITNESS:
By: Janua A. Spande Name: Lynn A. Signific Title: Administration of souther	By: Melinia Marquell Name: Lelisso T. Larshail Title: Od Namanhortuse dan trad

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STATE OF (1) +10 )	
COUNTY OF CHAHOGA ) ss	
On COBER 7, 2010 before me personal FREDRICK SCASLIONE, known to me to be a VICE FREDRICK SCASLIONE, who executed the preceding Limited Power of A known to me to be the person who executed it on behalf of said company, and acknowled such company executed the preceding Limited Power of Attorney.	SIDEUT of attorney and also
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my year and day in this certificate first written.  Where the set of the	/ Pkias